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LAWYERS TITLE INS. CORP.
7095 BROADWAY
MERRILLVILLE, IND 46410

MORTGAGE

THIS INDENTURE, made this 6th day of August, 1982 by and between Griffith Smorgasbord, Inc., and Indiana corporation, hereinafter sometimes called the "Mortgagor", party of the first part, and Calumet National Bank, Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States of America, hereinafter sometimes called the "Mortgagee", party of the second part, WITNESSETH:

THAT WHEREAS, in order to evidence its just indebtedness to the mortgagee in the principal sum of Three Hundred Seventy-Five Thousand and no/100 Dollars (\$375,000.00) for money loaned by the mortgagee, the mortgagor executed and delivered its certain promissory note identified as Loan Number 31-10473, bearing date of the 6th day of August, 1982, payable as thereby provided to the order of the mortgagee in lawful money of the United States of America at the office of the Mortgagee in the City of Hammond, Lake County, Indiana, with interest payable monthly on principal sum remaining unpaid from time to time as adjusted from time to time to reflect Calumet National Bank prime interest to its customers plus one per cent (1.00%) as of the first day of July, October, January or April, per annum, whichever of which was immediately preceding note at the request of the mortgagor, in order to contribute to cash flow consistency, monthly payments will be based upon a 20.00%, 15 year amortization schedule; monies will be applied first to interest owed calculated to reflect the rate in effect at the time and then to principal; in the event the effective rate should exceed 20.00%, the principal reduction that has been paid in excess of the minimum scheduled will be utilized to pay any deficiency in payments until such excess has been exhausted, at which time payments will be increased to comprehend the appropriate principal and interest due), and with attorney's fees, and without relief from valuation and appraisal laws, and with interest after maturity, until paid, at the highest rate for which it is now lawful to contract. All indebtedness evidenced by said promissory note shall be repaid upon expiration of one hundred and twenty (120) months from the date of disbursal of said loan.

NOW, THEREFORE, the mortgagor, in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of

For Rec'd by... 693337
For use of... 693338

JAN 27 9 18 AM '83
WILLIAM BILSKA
RECORDER
STATE OF INDIANA
COUNTY OF LAKE

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all and singular the covenants and agreements herein undertaken to be performed by the mortgagor does hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the real estate situate, lying and being in the County of Lake, and State of Indiana, known and described as follows, to wit:

The West $\frac{1}{2}$ of $4\frac{1}{2}$ acres off the North end of the West $\frac{1}{4}$ on the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 36 North, Range 9 West of the Second Principal Meridian, which tract of land lies immediately to the North of Ridge Road and contains two and one-quarter acres, more or less, excepting from said tract and parcel of real estate a strip of land 33 feet in width and lying adjacent to the West line of said tract and connecting with Ridge Road, which reservation is made for highway purposes and also excepting therefrom a tract of land more particularly described as follows: Commencing at the Southwest corner of the above described tract, said corner being the intersection of the North line of Ridge Road and the East line of the 33 foot strip previously described; thence Easterly along the North line of Ridge Road a distance of 125 feet; thence North on a line parallel to the West line of the above described tract a distance of 65.76 feet to a point of curve; thence Northwesterly on a curve convex to the Northeast and having a radius of 40 feet a distance of 56.63 feet to a point of tangency; thence Westerly on a line parallel to the North line of Ridge Road a distance of 90.76 feet to the West line of the above described tract; thence South on said West line a distance of 100 feet to the point of beginning, in the Town of Griffith, Lake County, Indiana.

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagor in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagor expressly covenants and agrees with the mortgagee as follows, to-wit:

1. That the mortgagor will pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisement laws.

2. That the mortgagor will keep the buildings, fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

3. That the mortgagor will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or part thereof.

4. That the mortgagor will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct, (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagor fails to pay any tax, assessment, or special assessment, or fails to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments, or may redeem premises from sale for taxes, assessments, or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the highest rate of interest permissible by law, and become so much additional indebtedness secured by this mortgage, and the mortgagor agrees to pay all sums so advanced with interest, without relief from valuation and appraisement laws; provided, however, that it shall not be obligatory upon the mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessment or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the mortgagor to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses, shall, at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and the mortgagee shall have the right to foreclose this mortgage and shall have all other rights and remedies that the law provides, and sale under foreclosure decree shall be without relief from valuation and appraisement laws.

7. Payments will be due on the tenth (10th) day of each calendar month. A penalty will be charged in the event any payment is received after more than ten (10) days have elapsed since the date due; the computation for such a penalty will be as follows: .02% of the unpaid, outstanding, principal balance divided by 12.

8. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

9. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the mortgagee in such proceedings for attorney's fees and the costs of a complete abstract of title to said premises which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

10. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor, for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

11. That this indenture and the note secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, election, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the mortgagee and of all holders of said note.

12. Said mortgaged premises shall not be sold or transferred without the written consent of the Mortgagee, and no contract or agreement shall be entered into by the mortgagor whereby any one may acquire the right to a lien, mortgage or other incumbrance upon the mortgaged premises, without the written consent of the Mortgagee first had and obtained.

13. That whenever the mortgagor shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determined (but not otherwise), and the mortgagor or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

